

**THE CITY OF TITUSVILLE
CRAWFORD COUNTY, PA**

COLLECTION, TRANSPORTATION, AND DISPOSAL
OF
MUNICIPAL WASTE, GARBAGE, RUBBISH, RECYCLING AND
BULKY REFUSE

SLUDGE HAULING

107 NORTH FRANKLIN STREET
TITUSVILLE, PA 16354-1734

BID & CONTRACT DOCUMENTS

Bid Opening at City Hall –10:00 am	04/23/21
Contract Award Date	05/04/21

Direct questions to:

Neil Fratus, City Manager/City Clerk
(814) 827-5300 x 314
email: manager@Cityoftitusvillepa.gov

107 N Franklin St
Titusville PA 16354-1734

PLEASE RETURN ENTIRE PACKET WITH BID

Contents

ADVERTISEMENT FOR BIDS.....	3
PRE-BID CONFERENCE.....	4
INSTRUCTIONS TO BIDDERS.....	4
FORM OF PROPOSAL.....	6
BID SPECIFICATIONS.....	13
A. OVERVIEW.....	14
SECTION 1 PURPOSE AND INTENT	14
SECTION 2 GENERAL INFORMATION	14
SECTION 3 DESCRIPTION OF SERVICES	15
B. MANNER OF COLLECTION.....	20
SECTION 5 CONTRACTOR RESPONSIBILITIES	20
SECTION 6 LABOR AND EQUIPMENT	20
SECTION 7 TRAFFIC LAWS: NOISE CONTROL.....	21
SECTION 8 SPILLAGE.....	21
C. COLLECTION SERVICES	22
SECTION 9 TIME, SCHEDULING, PLACEMENT OF COLLECTION AND HOLIDAYS	22
SECTION 10 CUSTOMER CONTAINER STANDARDS.....	22
SECTION 11 PUBLIC PLACES REMOVAL.....	23
SECTION 12 COMPLIANCE WITH ARTICLE 929.....	24
SECTION 13 CITY CONSTRUCTION & DEMOLITION DUMPSTERS.....	24
D. REPORTING REQUIREMENTS	24
SECTION 14 DAILY, MONTHLY, QUARTERLY AND ANNUAL REPORTS.....	24
E. ANCILLARY PROVISIONS	24
SECTION 15 CONTRACT TRANSFER/REASSIGNMENT	24
SECTION 16 TERMINATION	24
F. COMPENSATION.....	25
SECTION 17 PAYMENT/CONTRACT PRICE.....	25
SECTION 18 EEO/NON-DISCRIMINATION	26
CONTRACT.....	27

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Titusville, Crawford County, Pennsylvania for THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL WASTE, GARBAGE, RUBBISH, RECYCLING AND BULKY REFUSE at Titusville City Hall, 107 North Franklin Street, Titusville, PA 16354-1734, until 10:00 a.m., Friday, April 23, 2021, at which time and place bids will be publicly opened and read aloud. The contract will commence on July 1, 2021.

Copies of the bid documents may be obtained at City Hall, 8 am - 4 pm Mon-Fri or on the City's website www.cityoftitusvillepa.gov. A pre-bid conference will be held at 2:00 p.m. on Friday, April 9, 2021 at Titusville City Hall for all interested Contractors. Any Contractor or representative of a Contractor who wishes to bid is invited and encouraged to attend this meeting to discuss any questions or interpretation of the specifications.

The City reserves the right to accept or reject any or all bids submitted, and to make the award in the best interest of the City. The lowest responsible bidder need not be the bidder submitting the lowest dollar amount bid. The City may also consider the quality of goods or services supplied, ease of repair, compatibility with other City equipment or services, responsiveness, past performance of the bidder and any other reasonable factors specified in the advertisement for bids. EOE

City of Titusville
Neil R. Fratus, City Manager

Titusville Herald

Please publish this notice on March 26th and 30th and send proof of publication to the attention of the City Manager.

PRE-BID CONFERENCE

A pre-bid conference will be held at 2:00 p.m. on Friday, April 9, 2021 at Titusville City Hall for all interested Contractors. Any Contractor or representative of the Contractor who wishes to bid is invited to attend this meeting to discuss any questions or interpretation of the specifications.

INSTRUCTIONS TO BIDDERS

1. Bids shall be submitted at the office of the City Manager by 10:00 a.m. Friday, April 23, 2021 and shall be enclosed in a sealed envelope, marked with the Bid Title, **SEALED BID: Collection, Transportation, and Disposal of Municipal Waste and Recycling** and the name and address of the Bidder.
2. Bids will be opened and read aloud publicly at City Hall located at 107 North Franklin Street, Titusville, PA on Friday, April 23, 2021 at 10:00 a.m.
3. The bids shall be submitted on the proposal forms that are bound as a part of these documents. All blanks on the Proposal Form must be completed in ink, by typewriter, or fillable .pdf. No proposal will be considered which does not conform to this requirement.
4. Bidders shall become familiar with the documents contained herein. No changes will be permitted without consent of The City of Titusville.
5. The bidder is responsible for all errors in bid preparation. Change Orders will not be approved for mistakes in bidding.
6. The Bidder to whom the award is made will be notified at the earliest possible date. The City reserves the right to accept or reject any or all bids submitted, and to make the award in the best interest of the City. According to Third Class City Code, the lowest responsible bidder need not be the bidder submitting the lowest dollar amount bid. The City may also consider the quality of goods or services supplied, ease of repair, compatibility with other City equipment or services, responsiveness, past performance of the bidder and any other reasonable factors specified in the advertisement.
7. Once the successful bidder is identified, the Contractor will receive a Notice of Award and a contract to be signed and returned to the City. Once the City receives the signed contract, a Notice to Proceed will be issued and the Contractor may begin work.
8. The failure of the successful Bidder to execute such Agreement, or within such extended period as the City may grant based upon reasons determined sufficient by the City, shall constitute a default, and the City may award the Contract to the next lowest responsible bidder.
9. Each bidder is required to state that the proposal is made without any connection with any other person making any proposal for the above work; that said proposal is in all respects fair and made without collusion or fraud; and that no person acting for or employed by the City of Titusville is directly or indirectly interested therein, or in any portion of the profits thereof.

10. Any request for interpretations of the Contract Documents must be received by the City of Titusville no later than seven (7) calendar days prior to the scheduled closing time for the receipt of bids. Interpretations will be made only by an addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective bidder who has attended the pre-bid conference.
11. Each proposal shall be accompanied by **Bid Security** to indemnify the City of Titusville against all loss, damage, cost and expense if the Bidder shall not effectively execute the Agreement and all other required documents within ten (10) working days after the deposit in the mail by the City of Titusville of notice of its Intent to Award the contract to such Bidder. The Bid Security shall be in the form either of a certified check or a Surety Company's bid bond from a company authorized to issue bonds in Pennsylvania, in an amount of not less than **ten percent (10%) of the total base bid**. *The check or bid bond shall be payable to the City of Titusville as payee.*
12. Upon award, the Contractor shall provide a Certificate of Insurance with coverage naming the **City of Titusville** as additional insured as follows:
 - a. Comprehensive General Liability in the amounts as follows:
 - i. Bodily Injury
 1. \$250,000 for each person
 2. \$500,000 for each occurrence
 - ii. Property Damage
 1. \$100,000 for each occurrence
 - b. Comprehensive Auto Liability in the amounts as follows:
 - i. Bodily Injury
 1. \$300,000 for each person
 2. \$300,000 for each occurrence
 - ii. Property Damage
 1. \$100,000 for each occurrence
 - c. Comprehensive Umbrella Liability in the amount as follows:
 1. \$1,000,000 for each occurrence
13. All Insurance Certificates shall contain a written thirty (30) day cancellation notice clause to the City of Titusville. With the prior approval of the City of Titusville, CONTRACTOR may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced, and as long as the coverage is continuous.
14. The Contractor **MUST** carry Pennsylvania Worker's Compensation Insurance.
15. The City of Titusville is exempt from the Pennsylvania Sales and Use Tax.
16. The successful bidder will be responsible for compliance with all applicable local, state and federal laws and regulations.
17. Any bidder may withdraw his bid at any time prior to the scheduled closing time for receipt of bids. No bid may be withdrawn for sixty (60) days after said closing time for receipt of bids.
18. All questions during the bidding process shall be directed to the City Manager, at City Hall, City of Titusville, (814) 827-5300 Ext 314, manager@Cityoftitusvillepa.gov.

FORM OF PROPOSAL

FOR
THE COLLECTION, TRANSPORTATION, AND DISPOSAL
OF MUNICIPAL WASTE, GARBAGE, RUBBISH, RECYCLING AND BULKY REFUSE

TO: CITY MANAGER

Proposals must be delivered on or before 10:00 a.m., Friday, April 23, 2021. No bid will be accepted after that time for any reason.

SUBMITTED BY:

(Name of Firm)

(Address)

(Telephone Number)

(Email)

Signature

Date

In accordance with the advertisement inviting bids for collection and disposal of refuse in the City of Titusville and in conformity with instructions to bidders and specifications, the bidder hereby certifies that the bidder is the only person(s) interested in this bid as principal(s); that it is made without collusion with any person, firm or corporation; that the bidder has carefully examined the rules, laws, conditions, etc. under which this work must be done; that the bidder proposes to furnish all equipment, material, labor and everything necessary to accomplish the work in a manner which will agree with and in no way conflict with the contract and specifications, the Ordinances of the City of Titusville or the laws and rules and regulations of the Commonwealth of Pennsylvania, for the prices included in the bid packet (attached to this proposal form).

This proposal is to be considered a firm offer on behalf of the Contractor subject to acceptance by the City under the terms and conditions set forth herein.

It is further proposed to execute all required bonds, in accordance with the requirements of the

specifications, to begin work in the first week of July 2021 after receipt of Notice to Proceed and to perform all of the work so as to complete it according to terms of the contract. The first week in July 2021 shall be the official starting date unless the starting period is extended in writing by the City.

Bidders desiring to submit proposals for the collection service in substantial conformity with these specifications, but not meeting some few sections of the specifications exactly, shall list the specific deviations fully in the space provided in the Form of Proposal.

The undersigned declares that he is an experienced Contractor and that he has been engaged in work similar in character to that covered by this bid, and he further declares that he is fully prepared and has the necessary capital to begin the work promptly and to conduct it as required by the Contract and specifications. Also, Contractor agrees to furnish to the Owner such bonds as are required by the specifications, before commencing performance under the Contract.

List any specific deviations which the Bidder cannot meet in the space provided below:

BID BOND

Attached is a Contractor's check certified by: _____
(Name of Bank of Deposit)

Cashier's or Treasurer's Check #: _____

or a bid bond issued by: _____
(Name of Surety)

in the amount of ten percent (10%) of the total bid made payable to the City of Titusville as a guarantee which it is understood will be forfeited in case the Contractor fails to execute and return the contract according to the requirements of the specifications.

(FOR CORPORATION)

ATTEST:

(SEAL)

CORPORATION NAME

ADDRESS

SIGNATURE, TITLE

TELEPHONE NUMBER

(FOR INDIVIDUAL)

WITNESS:

INDIVIDUAL NAME

ADDRESS

SIGNATURE

TELEPHONE NUMBER

(FOR PARTNERSHIP)

WITNESS:

PARTNERSHIP NAME

ADDRESS

SIGNATURE, TITLE

TELEPHONE NUMBER

COMPENSATION/CONTRACT PRICING FORM

THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL WASTE, GARBAGE, RUBBISH, RECYCLING AND BULKY REFUSE FOR THE CITY OF TITUSVILLE, PENNSYLVANIA
To furnish all necessary labor, materials, and equipment (per the specifications for this bid) for a period of thirty-six months with an option for the City to extend up to two additional years.

BID NO.	Weekly Garbage, Rubbish, Recycling, & Bulky Refuse					
1	Collection and disposal: garbage, rubbish, recycling, and bulky refuse. <i>Estimated 2,160 units</i>					
		YEAR 1 7/1/21– 6/30/22	YEAR 2 7/1/22-6/30/23	YEAR 3 7/1/23–6/30/24	OPTIONAL YEAR 4 7/1/24–6/30/25	OPTIONAL YEAR 5 7/1/25–6/30/26
	Cost per unit per month					
	Total Cost per year					
BID NO.	Back Door Pickup: Weekly Garbage, Rubbish, Recycling, & Bulky Refuse					
1A	Back door collection and disposal: garbage, rubbish, recycling, and bulky refuse. <i>Estimated 5 units</i>					
		YEAR 1 7/1/21– 6/30/22	YEAR 2 7/1/22-6/30/23	YEAR 3 7/1/23–6/30/24	OPTIONAL YEAR 4 7/1/24–6/30/25	OPTIONAL YEAR 5 7/1/25–6/30/26
	Cost per unit per month					
	Total Cost per year					
BID NO.	OPTIONAL: Bi-Annual, e-Waste, Household Hazardous Waste, Leaf, & Tire collections					
2	Bi-Annual Tire, household hazardous waste, leaf, and e-waste collections. <i>Estimated 2,160 units</i>					
		YEAR 1 7/1/21– 6/30/22	YEAR 2 7/1/22-6/30/23	YEAR 3 7/1/23–6/30/24	OPTIONAL YEAR 4 7/1/24–6/30/25	OPTIONAL YEAR 5 7/1/25–6/30/26
	Cost per unit per month					
	Total Cost per year					
BID NO.	OPTIONAL: Sludge Hauling					
3	Cost per ton up to 1,500 tons/yr.					
	Cost per ton in excess of 1,500 tons					

Commercial, industrial, and public establishments will not be required to utilize the services of the approved Contractor. Commercial, industrial, and public are defined by the City of Titusville.

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL WASTE, GARBAGE, RUBBISH, RECYCLING AND BULKY REFUSE CITY OF TITUSVILLE, PENNSYLVANIA

In accordance with the specifications, each bidder shall answer the following questions. Failure to answer all questions may result in a disqualification of bid. **Include attachments where applicable.**

Name of Contractor _____

Primary Address _____

How many years have you been doing business under this name? _____

Identify similar municipal contracts, municipality, reference person and contact information

1. _____

2. _____

3. _____

What available equipment do you own that will be used for the proposed work? (Quantity, Item, Age, Make, Description, Sizes, Capacity, Condition, Years of Service, Etc.)

What method of disposal do you plan on using? _____

What is the name and location of the site and the name of the entity which owns and operates the site?

The bidder shall provide either evidence of ownership, by bidder, or evidence of non-cancelable agreement covering use of the disposal area for the life of the contract.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid Rigging Act, 73 P. S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____)
)s.s.
County of _____)

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. (Name of firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of my firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by (Name of public entity) _____ in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____ (Name of public entity) of the true facts relating to the submission of bids for this contract.

Signature

(Printed Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, _____.

Notary Public

My Commission Expires:

BID SPECIFICATIONS

FOR
THE COLLECTION, TRANSPORTATION, AND DISPOSAL
OF MUNICIPAL WASTE, GARBAGE, RUBBISH, RECYCLING AND BULKY REFUSE
SLUDGE HAULING
FOR THE CITY OF TITUSVILLE
CRAWFORD COUNTY, PENNSYLVANIA

A. OVERVIEW

SECTION 1 PURPOSE AND INTENT

The general intent and purpose of this specification is:

1. To provide a comprehensive program and collection system which will furnish at least weekly disposal of all garbage, rubbish, trash, and bulky refuse emanating from residential/designated commercial units and City-Owned facilities within the City of Titusville.
2. In accordance with all federal, state, & local laws and regulations, the disposal at an approved facility of all garbage, rubbish, trash, and bulky refuse emanating from residential/designated commercial units and City-Owned facilities within the City of Titusville.
3. In accordance with all federal, state, & local laws and regulations, the collection of all designated recyclables emanating from residential/designated commercial units and City-Owned facilities within the City of Titusville.

SECTION 2 GENERAL INFORMATION

The following information is given as an aid to bidders. It is understood that this information, or any inaccuracy herein, in no way limits the contract or relieves the Contractor of any obligation to furnish complete refuse & recycling collection, transportation, and disposal service for the City of Titusville as described in the specification. The bidder is advised to conduct whatever independent study and allowances he feels are necessary to enable him to submit a bid which protects his interest.

- a. Estimated Titusville Population: 5,600
- b. Municipal area: 2.91 square miles
- c. Paved streets: approximately 35.94 miles
- d. Number of units: approximately 2,160 (with snowbirds)
- e. Number of backdoor services: approximately 5 (with snowbirds)

SECTION 3 DESCRIPTION OF SERVICES

BID #1

THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL WASTE, GARBAGE, RUBBISH, TRASH AND BULKY REFUSE AND THE COLLECTION, TRANSPORTATION, AND MARKETING OF RECYCLABLE MATERIALS

Furnish at least weekly collection and disposal of all garbage, rubbish, trash, and bulky refuse emanating from residential/designated commercial units and City-Owned facilities within the City of Titusville. The Contractor will pick up all co-mingled recyclable materials consisting of metal, plastic, newsprint and glass no less than 1 time per week. (Customers can continue to use the current ten or twenty gallon containers labeled for recycling.) Recyclable materials shall be placed at curbside in a separate container from other refuse. Term of three (3) years beginning July 1, 2021 and ending June 30, 2024, with an option for the City to extend up to two additional years.

BID #1A

BACK DOOR PICKUP

To include back door pickup for those customers who need this service. Furnish at least weekly collection and disposal of all garbage, rubbish, trash, and bulky refuse emanating from residential/designated commercial units. The Contractor will pick up all co-mingled recyclable materials consisting of metal, plastic, newsprint and glass no less than 1 time per week. (Customers can continue to use the current ten or twenty gallon containers labeled for recycling.) Recyclable materials shall be placed in a separate container from other refuse. Term of three (3) years beginning July 1, 2021 and ending June 30, 2024, with an option for the City to extend up to two additional years.

BID #2 - OPTIONAL**BI-ANNUAL e-WASTE, HOUSEHOLD HAZARDOUS WASTE, LEAF, AND TIRE COLLECTION**

A Bi-Annual pick-up for each of the following will be made at a site and date to be specified by the City of Titusville. See definitions for included items.

1. Electronics (e-Waste). Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of the City of Titusville a bi-annual e-Waste collection, processing and disposal service, during the term of the Contract and any extensions thereto. The purpose of the e-Waste service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of acceptable e-Waste materials. Contractor shall identify with its bid [proposal] the acceptable and unacceptable e-Waste materials as are required to adhere to all EPA and DEP regulations. Regardless of the facility used, the Contractor must provide the City with a report of tonnage delivered to the recycling site in each calendar year of the contract, no later than January 30th of the following year. Limit of one television per household.
2. Household Hazardous Waste (HHW). Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of the City of Titusville an annual HHW collection, processing and disposal service, during the term of the Contract and any extensions thereto. The purpose of the HHW service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of acceptable HHW materials. Contractor shall identify with its bid [proposal] the acceptable and unacceptable HHW materials as are required to adhere to all EPA and DEP regulations. Regardless of the facility used, the Contractor must provide the City with a report of tonnage delivered to the recycling site in each calendar year of the contract, no later than January 30th of the following year.
3. Leaf Collection. The program is designed for homeowners to bag leaves in bio-degradable or heavy-duty paper bags. The City will require the Contractor, either through its own equipment and personnel or through a qualified subcontractor, to collect bagged leaves at the curb and transport them to an approved composting facility, for a period of approximately (4) four weeks during the specified period agreed to between the Contractor and the City in the months of October and November each year. Regardless of the facility used, the Contractor must provide the City with a report of tonnage delivered to the compost site in each calendar year of the contract, no later than January 30th of the following year.
4. Tire Collection. The program is designed for homeowners to be able to dispose of tires. The City will require the Contractor, either through its own equipment and personnel or through a qualified subcontractor, to collect tires and transport them to an approved recycling facility during a day agreed to between the Contractor and the City. Regardless of the facility used, the Contractor must provide the City with a report of tonnage delivered to the recycling site in each calendar year of the contract, no later than January 30th of the following year. Four (4) tire limit per household.

**BID #3 – OPTIONAL
SLUDGE HAULING**

Furnish at least bi-weekly collection of sludge from the Wastewater Treatment Plant. The Contractor shall furnish all equipment including two (2) ten or twenty yard containers with liners and a tarp or cover, and labor needed to fulfill this contract. Bid is based on 1,500 tons per year and should include a per ton cost should Contractor be required to haul in excess of 1,500 per year.

- Bids must be based on a per ton cost. No other bid will be accepted.
- Bids must be bid on an annual basis, based on fifteen hundred (1,500) tons per year.
- Bids should include a per ton cost should Contractor be required to haul in excess of fifteen hundred (1,500) tons.
- Contractor must meet all requirements regarding vehicle and transporting.
- Contractor shall assume all liability for his equipment. On collection day, the City will provide unobstructed access to the equipment.
- Sludge will be hauled as-is.
- Contractor shall provide to the City, manifests indicating the amount of material hauled to the landfill. Payment shall be made to the Contractor within ten days of receipt of invoice and manifests.
- Bid should be submitted for a three year contract with an option of extending for two years.
- Bid price shall reflect trucking costs.

SECTION 4 DEFINITIONS/TERMS

Backdoor/Backyard Collection Service – A location at which the Contractor must walk or drive beyond the curbside to retrieve items for collection.

Bulky or Large Refuse - large items of refuse or rubbish which, by reason of their weight or dimension, cannot reasonably or conveniently be placed in garbage cans/bags. Bulky refuse includes, by way of illustration, but not limited to, small household appliances, lamps, furniture, large toys, swing sets, vacuum cleaners, aluminum or plastic resin lawn furniture, bicycles, large auto parts, tied bundles of carpeting measuring no more than 4 feet in length, tree branches and trimmings.

Bulky refuse shall be placed out at the curb and picked-up during regular pick up. Customer shall call the Contractor to arrange pick-up and is limited to one bulky item per quarter. Any bulky refuse having contained Freon must be emptied of Freon by a certified technician. Certification that the item is free of Freon must be attached to the item being placed for collection at the curb.

Also included in the definition of bulky or large refuse, is household remodeling (construction and demolition/repair) which shall be picked up in an amount which is not to exceed one hundred (100) pounds per unit per month.

City - City of Titusville.

Co-mingled – Recyclable materials (a) which have been segregated from regulated municipal waste but which have not been separated into different types of recyclable materials and (b) which have been placed in a special recycling container for the purpose of collection.

Commercial Refuse - all refuse emanating from establishments engaged in business, including but not limited to stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction and Demolition Refuse - all refuse resulting from construction and demolition operations on houses, commercial buildings, roads, sidewalks or other structures.

Contractor - the person or firm holding the refuse collection and disposal contract with the City.

Corrugated Paper – structural paper with an inner core shaped in parallel furrows and ridges.

Customer – each residential unit and each eligible commercial/industrial/institutional establishment within the municipality, each of which shall be a collection site.

Eligible Commercial/Industrial/Institutional Establishment – Any Person, other than Residential Unit, who (a) generates Municipal Waste and (b) requests and complies with the residential customer limit to use the collection services provided under the Contract.

Electronic Waste – (E-Waste) – waste designated by the Pennsylvania Department of Environmental Protection, as defined in Act 108 of 2010, including, but not limited to: desktop computers, laptop computers, computer monitors, computer peripherals and televisions.

Garbage - all refuse resulting from the handling, preparation or cooking of animal, grain, fruit or vegetable matter used or intended for use as food.

Household Hazardous Waste – waste designated as hazardous by the United States Environmental Protection Agency and/or the Pennsylvania Department of Environmental Protection.

Metals - includes, but is not necessarily limited to, white metal, aluminum, steel and bimetallic cans.

Newsprint – paper that has been used for the production of daily, weekend, and special edition publications commonly known as newspapers. Under this contract, newsprint also includes magazines and telephone directories.

Outside Collectors - shall mean any other collector of refuse other than an agent of Contractor hired.

Performance Bond – A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

Person – An individual, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

Plastics – Recyclable Plastics are identified on the bottom of the Container as #1 PETE (such as soda bottles) or #2 HDPE (such as milk, spring water, and detergent bottles).

Recyclable Materials – All designated Source Separated recyclable materials. For purposes of this Contract, Recyclable Materials shall include (a) Aluminum, (b) Clear Glass, (c) Colored Glass, (d) Metal Cans, (e) Newsprint, (f) Plastics, and (g) Corrugated Cardboard.

Recycling Program – means a source separation and collection program for recycling municipal waste or source-separated recyclables.

Refuse - shall mean all solid wastes or materials which are discarded as useless, except body wastes.

Residential Refuse - all refuse which normally originates from the use and occupancy of residences, or private households and apartment houses. The limit to the number of containers or the amount of garbage, rubbish, or trash to be collected from residential units per week is three bags not to exceed 100 gallons total or one containers not to exceed 96 gallons. Collection will be furnished weekly on the same day.

Residential Unit - Any single family detached, semi-detached or townhouse dwelling, or a dwelling unit with a multi-family building containing four (4) or fewer dwelling units.

Rubbish or Trash - including, by way of illustration, but not limited to, bedding, cardboard, cans, crockery, glass, paper, wood, metal and yard cleanings. Yard cleanings shall be defined as branches and limbs, cut into three foot lengths and bundled. Grass clippings shall be picked up by the Contractor but leaves will be picked up only if OPTIONAL Bid No. 2 is awarded.

Volume Pick-ups - shall include collection of large quantities of bagged excess waste from clean-outs of attics, basements, and garages, etc. and shall be coordinated by the customer directly through the Contractor.

B. MANNER OF COLLECTION

SECTION 5 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide office and telephone facilities by which the City of Titusville or any user of the service may communicate with him toll free, and shall have someone in constant daily attendance at said office between the hours of 8:00 a.m. and 4:00 p.m. except on Saturdays, Sundays and the holidays listed in Section 9. This section is in addition to any other requirements.

- a. The Contractor shall furnish to the City of Titusville as part of his bid a financial statement prepared in form satisfactory to City in order that the City of Titusville may determine his financial ability to perform the Contract.
- b. All materials disposed of by the Contractor under the final update of the specifications for the collection, transportation and disposal of municipal waste, garbage, rubbish recycling and bulky refuse in the City of Titusville, Crawford County, Pennsylvania and any contract awarded hereunder shall be collected, transported and disposed of in accordance with all federal, state, and local laws, rules and regulations for which the Contractor and his surety shall assume full and sole responsibility.

All bidders shall bid on disposing of municipal waste, garbage, rubbish, recycling and bulky refuse at any landfill permitted by the Pennsylvania Department of Environmental Protection. *Preference will be given to sites approved under the Crawford County Solid Waste Management Plan.* The definition of a fully permitted landfill shall be a landfill operating pursuant to a current valid solid waste permit issued by the Pennsylvania Department of Environmental Protection and issued pursuant to the provisions of the Pennsylvania Solid Waste Management Act (Act 97).

SECTION 6 LABOR AND EQUIPMENT

All labor and equipment of every kind necessary to carry out the provisions in these specifications including equipment at the site of the landfill adequate to perform the contract shall be furnished by and at the expense of the Contractor.

- a. Each bidder shall submit with his proposal, specifications of all equipment to be used in the performance of the proposed contract. Breakdowns or faulty, insufficient or inadequate equipment shall not be sufficient reason to deviate from this schedule. Nor shall inadequate or unavailable landfill or composting sites constitute sufficient reason to deviate from collection schedules or to excuse Contractor from his obligation under the contract or specifications. The Contractor shall use the equipment identified in his proposal, or equipment equal in type, specifications and age, usual wear and tear excepted, at all times during the performance of the Contract, and shall promptly acquire and use additional equipment as performance of the Contract shall from time to time require.

- b. Should equipment not be available for the City of Titusville inspection as herein provided, time of the essence, then the City of Titusville at their sole option, may declare any Contract awarded herein void, forfeit its performance bond and re-bid the Contract for disposal service, all without obligation to the Contractor.

Any official or employee of the Contractor using improper or vile language, being under the influence of alcohol or drugs while on duty, or demanding and accepting pay from citizens for services rendered or falsifying any report he may be called upon to make, or refusing to collect and remove materials, municipal waste without being paid for same except as is provided and allowed by the Contract, or who is in the opinion of the City Manager, incompetent to perform the work assigned him by the Contractor shall immediately be removed from said work. While collecting, employees shall wear uniforms or other identification supplied by the Contractor.

Should the Contractor keep in his employ, or anytime re-employ said person or persons in violation of this paragraph, there shall be deducted from the monies required to be deposited hereof, five hundred dollars (\$500.00) for each and every day such person is so employed, which sum shall be deemed, taken and treated as liquidated damages and not as a penalty.

SECTION 7 TRAFFIC LAWS: NOISE CONTROL

All collection operations shall be conducted as quietly as possible and shall conform to any federal, State, County and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The City may conduct random checks of noise emission levels to ensure such compliance.

SECTION 8 SPILLAGE

The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel) for this purpose. The Contractor shall immediately, or within one (1) hour of notification, commence clean-up of any hydraulic, transmission, or other oil spill, or commence clean-up of any spillage, which creates a hazardous condition (such as a spillage involving glass). In the event the Contractor is not able to meet the requirements of this section, the City will perform any required clean-up and all associated costs incurred will be billed directly to the Contractor.

C. COLLECTION SERVICES

SECTION 9 TIME, SCHEDULING, PLACEMENT OF COLLECTION AND HOLIDAYS

The Contractor shall collect, remove, transport and dispose of all materials and municipal waste, generated by all residential units in the City of Titusville. Contractor shall provide service a maximum of five days per week. Contractor shall provide the City with a schedule of pickups to enable the City to prepare a calendar indicating specific days for pickup of trash and recyclables. During two full weeks in January, natural Holiday Trees will be eligible for pick up.

In general, all refuse and recyclable pickups shall be at least once a week at the curb. In special instances because of illness or incapacity, a residential customer may require back door pickup.

Unless otherwise ordered by the City Manager, collections of rubbish and garbage from households shall be completed by 5:00 p.m. on any single day of collection. No collection shall be made on Sunday or the following holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, unless otherwise ordered by the City Manager.

It shall be the responsibility of the Contractor to service all residential, and eligible commercial, institutional, and industrial establishments in the City which have met the requirements of these specifications with regard to the means of disposing their garbage and refuse.

At any time that the City shall notify the Contractor of new residences or eligible commercial/institutional/industrial establishments in the City seeking to be served, it will be the responsibility of the Contractor to extend service to them. At any time that the Contractor feels that a residential or eligible commercial/institutional/industrial user has failed to comply with these specifications in preparing his refuse and recyclables for collection, it will be the responsibility of the Contractor to tag such refuse stating the reason why it was not acceptable and notify the designated representative of the City.

SECTION 10 CUSTOMER CONTAINER STANDARDS

There will be a three bag (not to exceed 100 gallons total) or one container (not to exceed 96 gallons) limit to the number of containers or the amount of garbage, rubbish, or trash or recyclables to be collected from residential units. Each customer shall be required to keep his refuse in standard water tight garbage cans or plastic bags having a capacity as stated above. However containerized, whether in cans or plastic bags, each garbage receptacle is not to be filled so as to exceed 75 pounds.

Garbage cans equal to standard metal containers shall have tight fitting covers and suitable handles. All garbage or refuse bags shall be of substantial waterproof plastic material and shall be firmly tied so as to prevent spillage or leakage there from.

SECTION 11 PUBLIC PLACES REMOVAL

The Contractor shall, free of charge, provide containers and collect, remove and dispose of all garbage, rubbish, and recycling from all Municipal facilities which are located throughout the City. The locations, size, number of containers, and collection frequency are listed below:

Location & Contact		Frequency	Quantity	Size
1.	City Manager City Hall 107 N Franklin St 827-5300 Ext. 314	Weekly	1	4-yard Dumpster
2.	Fire Chief Fire Station 315 N Franklin St 827-5300 Ext. 324	Weekly	1	8-yd Dumpster shared with Police Station
3.	Police Chief Police Station 323 N Franklin St 827-5300 Ext. 322	Weekly	1	8-yd Dumpster shared with Fire Station
4.	Public Works Director City Garage 120 St John St 827-5300 Ext. 311	Weekly	1 1 1	Cardboard Only Dumpster Recycling Only Dumpster 8-yard Garbage Dumpster
5.	Director Wastewater Treatment Plant 1001 E Industrial Dr 827-5300 Ext. 323	Weekly	1	4-yd Dumpster
6.	Director Water Works Plant 220 Oil Creek Dr 827-5300 Ext. 319	Weekly	1	4-yd Dumpster
7.	Public Works Director Airport 2175 Meadville Rd. Titusville, PA 16354 827-5300 Ext. 311	Weekly	1	4-yd Dumpster
8.	Roberts Grove Park - N Monroe St	Weekly	2 2	95-gallon recycling only 95-gallon garbage
9.	Burgess Park - 714 E Main St	Weekly	2 2 2	8-yard dumpster 95-gallon recycling only 95-gallon garbage
10.	Ed Myer Recreation Complex - Allen St	Weekly Apr-Nov	2 4 6	8-yard Dumpsters 95-gallon Recycling Only 95-gallon Garbage
11.	Scheide Park - W Central Ave	Weekly	Existing Stationary Cans	
12.	Longeway Park - road off Dairy St	Weekly Apr-Nov	2 2	95-gallon recycling only 95-gallon garbage
13.	O'Rourke Field - McKinney Rd	Weekly Apr-Nov	2 2	95-gallon recycling only 95-gallon garbage
14.	Knee High Field - E Main St	Weekly Apr-Nov	2 2	95-gallon recycling only 95-gallon garbage
15.	Fleming Park – E Central and Martin Sts.	Weekly	2 2	95-gallon recycling only 95-gallon garbage
16.	Sunset Heights Park – Dillon Dr.	Weekly	1 1	95-gallon recycling only 95-gallon garbage
17.	Street Cans – Central, Diamond, Spring, Franklin	Weekly	6	Existing Cans
18.	Bus Stops – Franklin St and West Central Ave	Weekly	2	Existing Cans

SECTION 12 COMPLIANCE WITH ARTICLE 929

The collection, transportation and disposal of municipal waste, garbage, rubbish and bulky refuse shall be in compliance with pertinent sections of Article 929 of the Codified Ordinances of the City of Titusville. Bidder acknowledges that he has reviewed in detail the Specifications, the work to be performed, Article Number 929, the Contract to be executed, and all other relevant documents. This acknowledgement takes place by the submission of a bid.

SECTION 13 CITY CONSTRUCTION & DEMOLITION DUMPSTERS

Upon the City's request, the Contractor will provide at no fee, construction dumpsters, for the City of Titusville, not to exceed twelve times annually.

D. REPORTING REQUIREMENTS

SECTION 14 DAILY, MONTHLY, QUARTERLY AND ANNUAL REPORTS

The Contractor is required to, at any time and from time to time during any period, when requested by the City Manager, to keep and furnish the City with a record of collections. Said records shall evidence the number of collections and quantity of disposal during the period or periods involved, to aid and assist the City in fixing rates. Records shall also be kept of the type and amount of recyclable materials collected.

E. ANCILLARY PROVISIONS

SECTION 15 CONTRACT TRANSFER/REASSIGNMENT

When the Contract is entered into, it shall not be assigned, transferred or set over to any other person, firm or firms, corporation or corporations, except with the consent in writing of the City Manager. The Contractor may subcontract for a part of the service to be performed only upon obtaining the written consent of the Manager to do so, in which case Contractor and his sureties shall remain responsible for the faithful performance of the entire contract including that part subcontracted.

SECTION 16 TERMINATION

The City reserves the right to accept or reject any or all bids submitted, and to make the award in the best interest of the City. The lowest responsible bidder need not be the bidder submitting the lowest dollar amount bid. The City may also consider the quality of goods or services supplied, ease of repair, compatibility with other City equipment or services, responsiveness, past performance of the bidder and any other reasonable factors specified in

the advertisement for bids. The award of the Contract, will be to the lowest responsible bidder whose qualifications indicate that the award will be in the best interest of the City of Titusville and whose proposal complies with all the prescribed requirements. No award will be made until the City Manager has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the bidder to complete the project in accordance with the Contract Documents to the satisfaction of the City Manager within the time prescribed.

Any violation of these specifications and the Contract documents shall be sufficient cause for the immediate cancellation of the Contract and at the sole discretion of the City Manager, who may thereupon employ the necessary labor to perform the work, or re-advertise and re-let the work at the expense of the defaulting Contractor and his sureties.

In the event of repeated breaches of minor matters, such as debris falling from the truck, missing customers, excessive noise, etc., then the Manager shall have the right to declare the Contractor in default and at the Contractor's expense to re-advertise for bids and to accept therefrom the lowest responsible bid and make a new contract award for the remaining period of time under the Contract. In the event that the accepted bid is in excess of the prior contract, the Contractor and his surety company shall be liable to the City of Titusville for damages thereby occasioned.

The Contractor shall comply with all federal, state and local laws, as well as all rules and regulations enacted pursuant thereto, related to the collection, transportation and disposal of municipal waste, garbage, rubbish, recycling and bulky refuse. The Contractor shall also comply with these specifications. The failure to so comply shall give the City Manager the right to declare the Contractor in default and at the Contractor's expense, re-advertise for bids and to accept therefrom the lowest responsible bid and make a new contract award for the remaining period of time under the Contract. In the event that said accepted bid is in excess of the prior contract, the Contractor and his surety company shall be responsible to the City of Titusville for damages thereby occasioned.

F. COMPENSATION

SECTION 17 PAYMENT/CONTRACT PRICE

The price as established in accordance with these specifications and under the Contract awarded to the successful bidder shall remain in effect for the life of the Contract and Contractor shall have no right to increase contract prices even though the Contractor's costs increase substantially due to foreseen or unforeseen circumstances.

Payment shall be made by the City of Titusville to the Contractor monthly, on or before the tenth day of each month for the immediately preceding month. Adjustments to the monthly bill will occur as units are deleted or added for service.

G. EEO/NON-DISCRIMINATION/NON-COLLUSION

SECTION 18 EEO/NON-DISCRIMINATION

Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor shall be responsible for the compliance of subcontractors or joint ventures. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Non-Discriminatory Service: The Contractor will not discriminate against any customer or City resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

CONTRACT

THIS CONTRACT made this 1st day of July 2021, by the City of Titusville, 107 North Franklin Street, Titusville, PA 16354-1734 and

_____ hereinafter called the "CONTRACTOR",

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK - The supplier shall furnish the City of Titusville as described by the Contract Documents, including all Addenda or Bulletins thereto, and shall do everything required by this Agreement and the Contract Documents, which are comprised of the following and made a part of hereof:

- | | |
|---------------------------------------|-----------------------------|
| 1. Advertisement | 4. Specifications |
| 2. Instruction to Bidders | 5. Bid Bond |
| 3. Form of Proposal | 6. This Contract |
| 4. Compensation/Pricing Form | 7. Performance Bond |
| 5. Experience/Equipment Questionnaire | 8. Certificate of Insurance |

ARTICLE II - THE CONTRACTOR AGREES to collect, transport, and dispose of municipal waste, garbage, rubbish, recycling and bulky refuse for the City of Titusville, Crawford County, Pennsylvania as stipulated in the specifications.

ARTICLE III - THE CONTRACT SUM - The City shall pay the Contractor for the performance of the contract, in current funds as follows:

_____ Dollars (\$_____).

for the collection, transportation, and disposal of municipal waste, garbage, rubbish, recycling and bulky refuse of the municipality.

The Contractor shall be bound under the terms of the Contract, for the price quoted and agreed upon for the term of the Contract

Payments are to be made to the Contractor in accordance with and subject to the provisions set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in two (2) duplicate originals the day and year first above written.

ATTEST:

THE CITY OF TITUSVILLE

Neil R. Fratus, City Manager

Jon W. Crouch, Mayor

(FOR CORPORATION)

ATTEST:

(SEAL)

CORPORATION NAME

ADDRESS

SIGNATURE, TITLE

TELEPHONE NUMBER

(FOR INDIVIDUAL)

WITNESS:

INDIVIDUAL NAME

ADDRESS

SIGNATURE

TELEPHONE NUMBER

(FOR PARTNERSHIP)

WITNESS:

PARTNERSHIP NAME

ADDRESS

SIGNATURE, TITLE

TELEPHONE NUMBER